

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 04-11-60761

HUD# 07-11-0563-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

LELAND M. LUBKA

3011 South Duff Avenue

PO Box 831

Ames, Iowa 50010

JOAN L. LUBKA

3011 South Duff Avenue

PO Box 831

Ames, Iowa 50010

COMPLAINANT

ALICIA P. CLAYPOOL

Commissioner

Iowa Civil Rights Commission

400 East 14th Street

Des Moines, Iowa 50319

AND

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street

Des Moines, Iowa 50319

Description of the Parties: Complainant is a member of the Iowa Civil Rights Commission. Complainant alleged the potential applicant told Respondent Leland Lubka she was disabled and had a service dog. Respondent Leland Lubka stated the security deposit for a dog is usually \$250 and totally refundable. The potential applicant later added, "Okay, um because she is a service dog and not a pet would you be willing to waive the dog fee?" to which Respondent Leland Lubka responded, "I'd have to think about that but I don't know that I would." The potential applicant responded, "Okay, okay." Mr. Lubka added, "I've gotten to be kinda a sticker on that." The potential applicant responded, "Okay, there can be" and Mr. Lubka interjected, "Sometimes people, you know sometimes people do not clean as well and if I'm cleaning up animal hairs, then I'm glad I have an extra deposit."

Complainant alleged Respondents failed to provide a reasonable accommodation by refusing to waive their "dog fee" policy for a service animal and this constituted a denial of rental housing based on disability. Respondents own or manage the subject property located at 704 Duff Avenue, Ames, IA 50010.

A complaint having been filed by Complainant against Respondents with the Iowa Civil Rights Commission (hereafter referred to as the Commission) under Iowa Code Chapter 216 and there having been a preliminary inquiry, the parties do hereby agree and settle the above-captioned matter in the following extent and manner:

1. At the request of Respondent Leland Lubka, the following documentation from Mr. Lubka to the Commission, dated May 23, 2011, is incorporated in this Agreement:

TO: Alicia Claypool

Iowa Civil Rights Commission

5-23-11

I am willing to agree that if I rent an apartment where a service animal is required, that I will waive any pet damage deposit.

2. Respondents agree there shall be no discrimination, harassment, or retaliation of any kind against Complainant or any other person for filing a charge under Iowa Code Chapter 216; or because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under Iowa Code Chapter 216; or because of lawful opposition to any practice forbidden under Iowa Code Chapter 216.

3. Respondents agree to refrain from committing any act of discrimination in the terms, conditions or privileges of sale or rental of a dwelling or in the provision of services or facilities on the basis of race, color, creed, sex, sexual orientation, gender identity, national origin, religion, disability, or familial status, in violation of Iowa Code Chapter 216.

4. The parties acknowledge this Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened or in any way forced to become a party to this Agreement.

5. The parties agree the terms of this agreement shall be subject to public disclosure unless Complainant and Respondents agree otherwise, and the Commission determines that disclosure is not necessary to further the purposes of Iowa Code Chapter 216 relating to unfair or discriminatory practices in housing or real estate.

6. Complainant hereby waives, releases, and covenants not to sue Respondents with respect to any matters which were, or might have been alleged as charges filed with the Iowa Civil Rights

Commission, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency, subject to performance by Respondents of the promises and representations contained herein. Complainant agrees any complaint filed with any other anti-discrimination agency, including the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.

7. The parties enter into this Predetermination Settlement Agreement in a good faith effort to amicably resolve existing disputes. The execution of this Agreement is not an admission of any wrongdoing or violation of law. Nor is the execution of this Agreement an admission by Complainant that any claims asserted in her complaint are not fully meritorious.

8. The parties agree the execution of this Predetermination Settlement Agreement may be accomplished by separate counterpart executions of this Agreement. The parties agree the original executed signature pages will be attached to the body of this Agreement to constitute one document.

9. Respondents agree the Commission may review compliance with this Settlement Agreement. And as part of such review, Respondents agree the Commission may examine witnesses, collect documents, or require written reports.

10. Respondents agree Leland Lubka will receive training on the requirements of State and Federal Fair Housing Laws within 90 days of their receipt of a Closing Letter from the Commission. The training will address all aspects of fair housing law, but will emphasize the law regarding how to handle requests for reasonable accommodations. The training shall be conducted by a qualified person, approved by the Commission or the U.S. Department of Housing and Urban Development. Respondents also agree to send documentation to the Commission verifying the fair housing training has been completed to the attention of Don Grove, supervisor of investigations, within ten (10) days of completing the training.

11. Respondents acknowledge their obligation under State and Federal Fair Housing Laws to waive their no-pet policy as a reasonable accommodation when necessary to permit an individual with a disability equal opportunity to use and enjoy a dwelling. Assistance animals categorized as either service animals or emotional support animals are not considered pets under the Fair Housing Act and cannot be subjected to pet rules, pet fees or pet deposits. Respondents acknowledge waiving a no-pet policy for a service animal or emotional support animal qualifies as a reasonable accommodation if the animal is needed to assist an individual with a disability.

Under State and Federal Fair Housing Laws, waiving a no-pet policy qualifies as a reasonable accommodation for an assistance animal if the animal provides assistance or performs tasks for the benefit of the individual with a disability, such as guiding visually impaired individuals, alerting hearing impaired individuals to sounds and noises, providing protection or rescue assistance, pulling a wheelchair, seeking and retrieving items, alerting individuals to impending seizures, and providing emotional support to persons who have a disability need for such support.

Landlords cannot restrict the type of dog, size or weight of assistance animals and cannot require special tags, equipment, certification or special identification of assistance animals.

12. For all residential rental properties owned and managed, now and in the future, Respondents agree, within thirty (30) days of the execution of this Settlement Agreement, to adopt and implement specific, uniform, and objective written standards and procedures for receiving and handling requests made by people with disabilities for reasonable accommodation. These standards shall comply with the requirements of Iowa Code Chapter 216 and 42 U.S.C. §§ 3601 et seq., and include the following provisions:

Respondents shall inform all applicants and occupants that they may request reasonable accommodations of Respondents' rules, policies, practices, and services. Prior to lease execution, if prospective tenants inquire about reasonable accommodations, Respondents shall inform them of their ability to seek reasonable accommodations.

Respondents shall use the following forms:

- Request for Reasonable Accommodation (Attachments 1 and 2), and
- Approval or Denial of Reasonable Accommodation Request

(Attachment 3).

Oral requests for reasonable accommodations shall be recorded by Respondents' employees or agents using the "Request" form, Attachment 2.

Respondents shall keep written records of each request for reasonable accommodation. These records shall include:

- Name, address, and telephone number of the person making the request;
- Date request received;
- Nature of request;
- Whether request granted or denied; and
- If denied, reason(s) for the denial.

Upon adopting specific, uniform, and objective written standards and procedures for receiving and handling requests made by people with disabilities for reasonable accommodations, Respondents shall provide written notice of those standards and procedures to each current and future tenant who has requested an accommodation, in a form substantially equivalent to Attachment 4.

13. Respondents agree to review all current tenant files to determine whether their employees or agents appropriately handled past requests for reasonable accommodations in accordance with the requirements of Iowa Code Chapter 216 and 42 U.S.C. §§ 3601 et seq. If errors were made in the handling of past requests for reasonable accommodations, Respondents shall promptly correct those errors by notifying the affected tenants, granting the requests for reasonable accommodations, and refunding any monies unlawfully collected for pet fees or deposits.

Within ninety (90) days of the execution of this Settlement Agreement, Respondents shall report all errors to the Commission, as well as all actions taken to correct those errors, to the attention of Don Grove, Supervisor of Investigations. For each error, Respondents shall provide:

- Name, address, and telephone number of affected tenant;
- Date of request for reasonable accommodation;
- Nature of request;
- Date affected tenant notified of error; and
- Nature of action taken to correct error.

14. Instead of stating “no dogs” in their advertisements for residential rental units, Respondents agree to state “no pets allowed unless assistance animals for persons with disabilities.” The above stated alternative language will be used in all future advertising in newspapers, pamphlets, brochures, other promotional literature, and on any Internet website.

Respondents also agree to send a copy of their first advertisement with the above stated language to the Commission to the attention of Don Grove, Supervisor of Investigations, within ten (10) days of distributing the advertisement.

Signatures on Following Page (Page 6)

Leland Lubka, RESPONDENT

Date

Joan Lubka, RESPONDENT

Date

Mary Chapman, Commissioner, signing for

Date

Alicia Claypool, COMPLAINANT and former Commissioner

Beth Townsend, DIRECTOR

Date

IOWA CIVIL RIGHTS COMMISSION